

FILED
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David J. Bradley, Clerk of Court

DEWAYNE HOPKINS
10592 FUQUA STREET
Suite A.
HOUSTON, TX 77089
571-337-4641

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS**

DEWAYNE HOPKINS

Plaintiff,

vs.

CARVANA, BRIDGECREST CREDIT

COMPANY

Defendants.

CASE NO. 18-32681

CHAPTER 7

ADV. Proc. No.

ADVERSARY COMPLAINT TO DETERMINE
VALIDITY, PRIORITY AND EXTENT OF LIENS,
AND REQUEST FOR DECLARATORY
JUDGMENT

COMES NOW, DEWAYNE HOPKINS, "Plaintiff", for their complaint against the
Defendants, BRIDGECREST CREDIT COMPANY LLC, CARVANA LLC, and alleges as
follows:

1. This is a core proceeding over which this court has jurisdiction under Title 28 U.S.C. § 157(B).

2. Plaintiff is the debtor in this chapter 7 case which was filed on 5/23/2018.

Plaintiff seeks to have this Court determine the validity, priority and extent of any liens alleged by all Defendants, and further requests a declaratory judgment that none of the Defendants has a valid lien against the personal property located at 10592 Fuqua Street. ("2014 TOYOTA PRIUS V WHITE") which is owned by Plaintiff.

3. Plaintiff files this complaint pursuant to the provisions of *Federal Rule of Bankruptcy Procedure* § 7001, and files this request for a declaratory judgment pursuant to the provisions of *Federal Rule of Civil Procedure* § 57.

4. Defendants all allege that they have valid liens and/or secured claims against The Personal Property, an allegation which Plaintiff denies.

5. Plaintiff contends that none of the Defendants has a valid lien and/or secured claim against The Personal Property by virtue of the fact that:

[a] This debt has been assigned and transferred to Bridgecrest Credit Company, thru a separate third party agreement without plaintiffs knowledge or consent. Bridgecrest Credit Company is not a servicer of any loan.

- 1 [b] Trickery was used on plaintiff. Assignment section was put at the very end of the
2 Retail Installment Contract and Security Agreement and left blank intentionally to
3 deceive plaintiff of third party agreement/involvement between CARVANA LLC,
4 and BRIDGECREST CREDIT COMPANY, that plaintiff was never made
5 aware of.
6
- 7 [c] Concealment. Carvana LLC, went as far as to conceal the fact that they were going to
8 abandon the Retail Installment Contract and Security Agreement and pursue
9 performance thru a separate contract with BRIDGECREST CREDIT COMPANY.
10
- 11 [d] Lack of standing. Carvana LLC lack standing to repossess due to the fact they sold
12 and abandoned their interest in pursuit of a third party contract with BRIDGECREST
13 CREDIT COMPANY.
14
- 15 [e] Any of the Defendants which was the last holder of any promissory note and/or title
16 could not acquire the rights of a holder in due course because the Defendants engaged
17 in illegal and fraudulent acts that affect the instrument pursuant to *Commercial Code* §
18 3203(b), and
19
- 20 [f] None of the Defendants can show its right of enforcement of any alleged promissory
21 note securing the collateral by producing the original of said promissory note pursuant
22 to *Commercial Code* § 3501(b)(2), nor can any Defendant show that it is the actual
23 valid holder of said promissory note and thus entitled to enforce it pursuant to
24 *Commercial Code* § 3301;
25
26
27
28

6. Because of the foregoing, none of the Defendants has a valid lien and/or secured claim against the Personal Property owned solely by Plaintiff nor do they have standing to file any claim, secured or otherwise against Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows

1. That the Court determine that none of the Defendants has a valid lien and/or secured claim against the Real Property located at and owned by Plaintiff.
2. That the Court issue a declaratory judgment that none of the Defendants has a valid lien and/or secured claim against the Real Property owned by Plaintiff located at 10592 Fuqua Street Houston TX. unknown location.
3. That all liens be released from debtors property and title to said property be released to defendant.
4. For such other and further relief as is just and proper.

Dated: 6/7/18

Danya Hylton